

2011 IL App (1st) 100967-U

SECOND DIVISION  
October 25, 2011

No. 1-10-0967

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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T.H.E., INC., and FRANCESCA MILLONZI,	)	Appeal from the
	)	Circuit Court of
Plaintiffs-Appellees,	)	Cook County.
	)	
v.	)	No. 08 M1 198111
	)	
SAM PARKS,	)	Honorable
	)	Joseph D. Panarese,
Defendant-Appellant.	)	Judge Presiding.

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JUSTICE CONNORS delivered the judgment of the court.  
Presiding Justice Quinn and Justice Harris concurred in the judgment.

**ORDER**

¶ 1 *Held:* Where defendant homeowner did not provide report of proceedings or written order of trial court explaining basis for judgment for plaintiff roofing company, damage award will not be disturbed; the trial court's judgment was affirmed.

¶ 2 Defendant Sam Parks appeals *pro se* the trial court's judgment in favor of plaintiffs T.H.E. Inc., a roofing company, and its representative, Francesca Millonzi, for \$1,499.97 in damages arising out of a contract to perform repairs on Parks' residence. Although plaintiffs have not filed a brief in this court, we can consider the merits of Parks' appeal on his brief alone. See *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976)

(such review allowable if record is simple and errors can be considered without additional briefing). We affirm.

¶ 3 The following facts can be ascertained from the record on appeal. On December 12, 2008, plaintiffs filed a complaint in small claims court against Parks alleging that plaintiffs and Parks had entered into a written agreement regarding the inspection of and repairs to storm damage sustained in May 2008 at Parks' residence in Country Club Hills. According to the complaint, plaintiffs would inspect the property, estimate the cost of repairs and negotiate a settlement with Allstate, Parks' insurer, and that plaintiffs would perform the repairs upon Parks' receipt of a settlement check from Allstate.

¶ 4 Attached to the complaint was a document titled "Contractor Agreement" that was dated July 29, 2008. Paragraph 13, which appears on the reverse side of that one-page document, states that if no repairs were ultimately performed on Parks' residence, Parks would pay plaintiffs 25 percent of the amount of any settlement he received from Allstate. Appended to the agreement was a drawing and a description of work to be performed on the roof of Parks' residence. The agreement was signed by Parks and Millonzi.

¶ 5 The complaint alleged that plaintiffs met with Allstate and submitted an estimate of repairs on which Parks could base a claim and that Parks received a settlement check from Allstate of \$15,000. Based upon Paragraph 13, plaintiffs sought damages from Parks of \$3,750, plus finance charges and attorney fees.

¶ 6 Parks moved to dismiss the complaint, asserting that no agreement existed for plaintiffs to complete repairs on his home because plaintiffs never provided a cost estimate. Parks emphasized the only dollar amount stated in the agreement was a \$500 credit he would receive toward any repairs for presenting a coupon. Parks' motion to dismiss was denied.

¶ 7 In Parks' *pro se* answer to the complaint, he again asserted that although plaintiffs asked to prepare a free estimate of his needed repairs, plaintiffs did not attach a copy of their estimate to the complaint. Parks also filed a counterclaim for damages from plaintiffs for malicious prosecution and consumer fraud.

¶ 8 A trial was held on plaintiffs' complaint, and on August 13, 2009, the trial court entered judgment for plaintiffs in the amount of \$1,499.97. The court also entered judgment for plaintiff on Parks' counterclaim.

¶ 9 After trial, Parks filed a motion for rehearing, asserting that although plaintiffs provided the court at trial with a detailed cost estimate, that estimate was partial and had not been submitted to Allstate. Parks also refers to letters that he and plaintiffs exchanged "in the nature of a settlement offer" that were presented at trial; however, Parks contends those letters cannot be used to contravene the terms of the agreement.

¶ 10 Attached to Parks' motion for rehearing is the first page of a summary prepared by Allstate insurance adjuster James Stabler, Sr., and dated April 14, 2009. The estimate includes measurements and prices for roofing materials and labor in the amount of \$4,644.87.

¶ 11 In a written response to Parks' motion for rehearing, plaintiffs stated that Parks admitted at trial that he signed the contract and that he received an insurance settlement from Allstate of an amount "in excess of \$14,000" for the needed repairs. Plaintiffs also pointed out they were awarded \$1,499.97 in damages, which was less than the \$3,750 prayed for in their complaint. The motion was set for hearing and was denied on March 3, 2010, according to an entry on the half-sheet contained in the record.

¶ 12 On appeal, Parks has filed a brief asking this court to reverse the trial court's judgment against him. Our consideration of this assertion is complicated by the limited record on appeal.

¶ 13 This court lacks any basis to disturb the judgment entered by the trial court. The record does not include a report of proceedings, an appropriate substitute such as a bystander's report or an agreed statement of facts pursuant to Supreme Court Rule 323(c), (d) (eff. Dec. 13, 2005), or a written order explaining the basis of the court's ruling. Therefore, the record does not contain any explanation of the trial court's decision. It is the burden of Parks, as the appellant, to provide a sufficiently complete record of the proceedings at trial to support a claim of error, and in the absence of such a record on appeal, it will be presumed that the order entered by the trial court was in conformity with the law and had a sufficient factual basis. See *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984).

¶ 14 Accordingly, the judgment of the trial court in favor of plaintiffs is affirmed.

¶ 15 Affirmed.